



A.G. CONTRACT NO. 81-1  
7-2971  
ER-053-1(16)  
Country Club Dr. @ Salt  
River

## INTERGOVERNMENTAL AGREEMENT

### PARTIES

THIS AGREEMENT, is entered into this 9<sup>th</sup> day of JAN., 1981, pursuant to A.R.S. 11-951 thru 11-954, as amended, by and between the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, acting by and through the Tribal Council, hereinafter called "COMMUNITY," and the STATE OF ARIZONA, acting by and through the Arizona Department of Transportation, hereinafter called "STATE."

### STATUTORY AUTHORIZATION

WHEREAS, STATE is empowered by A.R.S. Sec. 28-108 to enter into this Agreement and the Director shall execute this Agreement on STATE's behalf; and

WHEREAS, COMMUNITY has empowered its President to execute this Agreement on its behalf by that certain Resolution of the governing body at a meeting held on JAN. 7<sup>th</sup>, 1981; and

### PURPOSE

WHEREAS, STATE is developing plans for project ER-053-1(16) to construct a new bridge over the Salt River at Country Club Drive; and

WHEREAS, STATE desires to protect said bridge for the continued use and safety of the traveling public; and

WHEREAS, COMMUNITY is the owner of the lands described in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, COMMUNITY has an established plan for development of the Salt River.

### METHOD

THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. In their respective endeavors, both parties agree to cooperate to eliminate or minimize, to the greatest extent possible, any future damage caused by flood waters in the Salt River, and particularly to S.R. 87 at the proposed bridge.

2. In the design and construction of the channel under the proposed bridge, STATE shall establish the channel flow line elevation under the bridge at 1180 feet above mean sea level.

3. In any further development or implementation of said development plan for the Salt River COMMUNITY shall give every consideration to the safety and usefulness of the proposed bridge.

4. COMMUNITY shall in no event excavate to a depth below said 1180 feet elevation any sand, rock, gravel or other materials from the area identified as "Protective R/W" on the plans for project ER-053-1(16) and described in Exhibit "A" attached hereto; without first notifying the State through the District I Engineer prior to commencing said work to insure the safety and usefulness of the bridge.

*original  
to Mr. Nately*

APPLICATION FOR RIGHT OF WAY - SALT RIVER INDIAN RESERVATION  
DEPARTMENT OF THE INTERIOR - BUREAU OF INDIAN AFFAIRS  
SALT RIVER AGENCY, SCOTTSDALE, ARIZONA

Project ER 053-1(16)  
MESA-PAYSON HIGHWAY  
Country Club at the Salt River  
Parcel 7-2971 (BIA)

THE STATE OF ARIZONA, by and through its Department of Transportation, hereby makes application pursuant to the Act of February 5, 1948 (62 Stat. 17, USC 323) and in accordance with Departmental Regulations 25 CFR 161, for a right of way covering 18.4 acres and a restricted area covering 89.8 acres across Indian lands of the Salt River Indian Reservation, Maricopa County, State of Arizona.

The location of said right of way and its extent are more particularly shown and delineated on the accompanying map which has been prepared in compliance with 25 CFR 161.6 and which by this reference is made a part hereof.

THE STATE OF ARIZONA, by and through its Department of Transportation, hereby agrees to comply with the following stipulations in the event the right of way herein applied for is granted.

(a) To construct and maintain the right of way of way in a workmanlike manner.

(b) To meet all the requirements of 25 CFR 161.4 and 161.5, to the extent legally permissible.

(c) The right of indemnification provided for in 25 CFR 161.5(c) has been waived by both parties and is further inapplicable because the State of Arizona is prohibited from making such agreements of indemnification by Attorney Generals Opinion #67-36-L (P-99) October 5, 1967.

(d) To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with purpose for which the right of way was granted.

(e) To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project.

authorization includes title examination, appraisals and acquisition functions.

2. Study, plan and design the McDowell Road extension and prepare a set of plans and specifications for the construction of said extension on the right of way acquired in the County's name by the Department.

3. Upon completion of the improvement, operate and maintain the extension until agreed otherwise.

4. Deposit with the State the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) as the County's initial estimated cost for the above services and deposit additional funds with the State as required to complete the County's phase of the work covered by this agreement.

#### MANNER OF FINANCING

All costs of the Department shall be provided for as a part of its annual budget. Funds for the improvement of this project have been provided by its inclusion in the "Five-Year Transportation Construction Program".

All cost of the County shall be provided for as a part of its annual budget. Payment to the Department for the acquisition of the McDowell Road Extension Right of Way shall be made by the County from its county funds, without cost to the Department.

ALL PARTIES AGREE as follows:

1. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

2. The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964 and the regulations of the Secretary of Agriculture (7 C.F.R. 15. 1-15.12), which provide that no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded.

3. Attached hereto are copies of Resolutions passed by governing bodies of the parties hereto authorizing their entering into this agreement.

DURATION

THIS AGREEMENT shall continue in force until the completion of the construction herein contemplated or until 5 years from date of execution.

All Parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

FILING WITH SECRETARY OF STATE

THIS AGREEMENT shall become effective on the day it is filed with the Secretary of State.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year herein written.

STATE OF ARIZONA

by W. A. Ordway  
W. A. Ordway, Director  
Arizona Department of Transportation

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

This signing of this agreement authorized by a resolution of the governing body of the Community at a meeting held on December 5, 1979.

by Herschel Andrews  
Herschel Andrews, President  
Salt River Pima-Maricopa  
Indian Community

MARICOPA COUNTY

by Samuel Robinson  
Chairman, Board of Supervisors

Attested by John W. Woodall  
Clerk of the Board

DEPARTMENT OF INTERIOR  
BUREAU OF INDIAN AFFAIRS

Concurrence

John S. Squire  
Acting Coordinator

7-2971  
ER-053-1(16)  
Country Club Dr. @  
Salt River

EXHIBIT "A"

DESCRIPTION FOR PROTECTIVE AREA

Tract No. 1:

Those portions of Lots 8 and 9 in Section 3 and of Lots 23 and 24 in Section 4, Township 1 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Beginning at the point of intersection of the southerly line of the Salt River Indian Reservation with the section line common to said Sections 3 and 4, which point bears North 0° 59' 23" West 730.07 feet from the quarter corner common to said Sections 3 and 4; thence North 88° 13' 28" West along said southerly line, a distance of 191.41 feet; thence South 45° 15' 32" West continuing along said southerly line, a distance of 269.14 feet to a point hereinafter called "A" for later identification; thence North 29° 48' 46" West 492.74 feet; thence North 23° 11' 14" East 530.17 feet; thence along the arc of a curve to the Left having a radius of 712.96 feet, a distance of 821.27 feet; thence North 42° 48' 46" West 70.00 feet; thence North 51° 35' 51" East 346.91 feet; thence from a Local Tangent Bearing of South 73° 44' 32" East along the arc of a curve to the Right having a radius of 1377.39 feet, a distance of 477.73 feet; thence South 53° 52' 11" East 903.83 feet; thence along the arc of a curve to the Left having a radius of 1487.39 feet, a distance of 568.92 feet to the easterly line of said Lot 8; thence South 0° 14' 15" East along said easterly line of Lot 8 and the easterly line of Lot 9, a distance of 1409.07 feet; thence North 89° 48' 46" West 123.69 feet to said southerly line of the Salt River Indian Reservation; thence along said southerly line the following five (5) courses: (1) North 41° 58' 28" West 33.30 feet; (2) North 2° 47' 28" West 209.88 feet; (3) North 16° 50' 23" West 135.30 feet; (4) North 43° 42' 28" West 320.10 feet; and (5) North 88° 13' 28" West 928.61 feet to the point of beginning.

Tract No. 2:

Those portions of Lots 24, 27 and 29 and of the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 4, Township 1 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Beginning at Point "A" as described above; thence along the southerly line of said Salt River Indian Reservation the following six (6) courses: (1) South 45° 15' 32" West 206.98 feet to the TRUE POINT OF BEGINNING; (2) continuing South 45° 15' 32" West 349.88 feet; (3) South 24° 07' 32" West 747.68 feet; (4) South 43° 20' 32" West 329.34 feet; (5) South 48° 48' 32" West 433.62 feet and (6) South 42° 36' 32" West 391.58 feet; thence North 10° 53' 28" West 600.00 feet; thence North 29° 20' 52" East 2061.02 feet; thence South 29° 48' 46" East 290.00 feet; thence North 60° 11' 14" East 100.00 feet; thence South 29° 48' 46" East 498.73 feet to the TRUE POINT OF BEGINNING.

Tracts No. 1 and No. 2 comprise an area of 89.8 acres, more or less.

DURATION

This Agreement shall continue in force as long as the proposed bridge shall stand and be used by the traveling public or until this Agreement is superseded by a future agreement between the parties.

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to A.R.S. Section 38-511.

FILING WITH SECRETARY OF STATE

This Agreement shall become effective the day it is filed with the Secretary of State.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

ARIZONA DEPARTMENT OF  
TRANSPORTATION

by W.A. Ordway  
W.A. ORDWAY, Director

SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY

by Arquette M. Antonio

UNITED STATES OF AMERICA

JAMES A. BARBER, Coordinator, SRA

By James A. Barber

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SALT RIVER AGENCY  
ROUTE 1, BOX 117  
SCOTTSDALE, ARIZONA 85256

WRL:pa  
12-31-80